IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUIT NO. 2572 OF 1994

Praveen D. Desai ... Plaintiff

V/s

Dr. Shwetank Jain & anr. ... Defendants

WITH

R.A.D. SUIT NO. 2047 OF 1994

Dr. Shwetank Jain & anr. ... Plaintiffs

V/s

Praveen D. Desai ... Defendant

Mr. Vibhav Krishna for the plaintiff in Suit No. 2572 of 1994 and for the defendant in RAD Suit No.2047 of 1994.

Mr. Pankaj S. Shah for the defendants in Suit No. 2572 of 1984 and for the plaintiffs in RAD Suit No.2047 of 1994.

CORAM: P.V. KAKADE, J.

DATED: 18TH AUGUST, 2004.
Not on board.

P.C.:

1. Heard advocates for both parties. They have filed the consent terms in respect of both suits. Both suits are decreed in terms of consent terms which are taken on record and marked "X" for identification.

The Court Receiver appointed in respect of the suit premises stand discharged forthwith without passing any accounts. The cost, charges and expenses of the Court Receiver, if any, shall be paid by the defendant No.1 in Suit No. 2572 of 1994.

The possession of the suit premises is to be handed over to the defendant No.1 in Suit No. 2572 of 1994.

The bank guarantee furnished by the plaintiffs in Suit No. 2572 of 1994 shall stand cancelled.

Both suits stand disposed of accordingly.

C. c. expedited.

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